10/665,646

REMARKS

Claims 1-3 and 6-8 have been amended. Claims 4-5 have been canceled without prejudice. Claims 1-3 and 6-8 remain pending in the application. Applicant appreciates Examiner's careful review of the present application.

Claim Rejections Under 35 U.S.C. 102

Claims 1-8 were rejected under 35 U.S.C. 102(b) as being anticipated by **Tarter et al.** (U.S. Patent Number 5,704,044), hereinafter referred to as **Tarter.**

In response to this rejection, applicant has incorporated the subject matter of claims 4-5 into claim 1, and canceled claims 4-5 without prejudice. In addition, applicant has amended claims 2-3 and 6-7 in respect of minor informalities only. Further, applicant has amended claim 8 to more appropriately express the subject matter thereof, and in respect of minor informalities. Applicant respectfully requests reconsideration and removal of the rejections and allowance of the claims, as follows:

Claim 1, as amended, recites in part:

'receiving purchase order data of a customer;

calculating an account receivable of the purchase order according to the received purchase order data;

retrieving credit limit data of the customer from a database server, *wherein each customer has a corresponding credit rating, and each credit rating has a particular set credit limit;*

comparing the account receivable of the purchase order *with the credit limit* of the customer;

5

10/665,646

notifying a relevant officer to refuse the purchase order when the account receivable of the purchase order exceeds the credit limit; and *notifying a relevant officer to accept* the purchase order when the account receivable of the purchase order does not exceed the credit limit, and subtracting the sum of the account receivable of the purchase order from the credit limit in the database server'.

Applicant submits that **Tarter** does not disclose, teach, or otherwise suggest the invention having the above-described features, as currently set forth in amended claim 1.

Tarter discloses "...CHARMS accesses a database retrievably stored by CHARMS containing records which indicate the credit status of the relevant payors and obligors..., creates and regularly updates this database by analyzing the creditworthiness of payors and obligors..., and decides which insurance claims, or accounts receivables, are to be purchased..." (see col. 9, lines 55-67). However, **Tarter** does not disclose or suggest the features of 'credit rating' and 'credit limit' as described in amended claim 1 of the present application. The 'credit rating' and the 'credit limit' recited in amended claim 1 define an accounts receivable limit. Referring to paras. [0020] and [0030] of the originally filed specification of the present application, it is described that "each customer corresponds to a credit rating, and each credit rating is set a particular credit limit". That is, paragraphs [0020] and [0030] of the present specification as originally filed support the claimed features of 'credit rating' and 'credit limit'.

For the above-asserted reasons, applicant submits that the "credit status" and "creditworthiness" disclosed by Tarter are quite different from the "credit rating" and "credit limit" of claim 1 of the present application. The present invention sets each customer a credit rating according to the

6

10/665,646

creditworthiness of each customer, and sets a particular credit limit to the credit rating. Tarter discloses nothing in relation to these particular features of claim 1 of the present invention. That is, Tarter clearly fails to disclose, teach or suggest the present invention having the features of "credit rating" and "credit limit", wherein '*each customer has a corresponding credit rating, and each credit rating has a particular set credit limit*', as set forth in amended claim 1.

In addition, Tarter only discloses the feature of "indicating the credit status" and the feature of "deciding which insurance claims, or accounts receivables, are to be purchased". The presently claimed features of "comparing the account receivable...with the credit limit" and "notifying..." as recited in amended claim 1 are not mentioned or suggested in Tarter at all. That is, Tarter fails to teach or suggest the features of "*comparing the account receivable* of the purchase order *with the credit limit* of the customer", "*notifying a relevant officer to refuse* the purchase order when the account receivable of the purchase order exceeds the credit limit", "and *notifying a relevant officer to accept* the purchase order when the account receivable of the purchase order does not exceed the credit limit," as recited in amended claim 1.

For at least the above reasons, applicant submits that **Tarter** does not disclose, teach, or otherwise suggest the invention having the above-highlighted features, as currently set forth in amended claim 1. That is, amended claim 1 is not only novel over **Tarter** under 35 U.S.C. 102(b), but also unobvious and patentable over **Tarter** under 35 U.S.C. 103. Reconsideration and removal of the rejection and allowance of claim 1 are requested.

7

10/665,646

Claims 2-3 depend from amended independent claim 1, and recite additional subject matter respectively. Therefore claims 2-3 should also be allowable.

Because applicant has canceled claims 4-5 without prejudice, the rejections relating thereto are now moot.

Claim 6, as amended, recites in part:

"setting a plurality of credit ratings, each of the credit ratings corresponding to a particular credit limit;

selecting a credit rating for each of customers, corresponding credit rating data being stored in a database server...".*

For at least reasons similar and corresponding to those asserted above in relation to amended claim 1, applicant submits that **Tarter** does not disclose, teach or suggest the invention having the above-described features, as currently set forth in amended claim 6. Furthermore, **Tarter** does not disclose, teach or suggest the features in claim 6 of 'setting a plurality of credit ratings, each of the credit ratings corresponding to a particular credit limit; and selecting a credit rating for each of customers...'. Accordingly, amended claim 6 is not only novel over **Tarter** under 35 U.S.C. 102(b), but also unobvious and patentable over **Tarter** under 35 U.S.C. 103. Reconsideration and removal of the rejection and allowance of claim 6 are requested.

Claim 7 depends from amended independent claim 6, and recites additional subject matter. Therefore claim 7 should also be allowable.

Claim 8, as amended, recites in part:

'retrieving accounts receivable data;

confirming types of accounts receivable wherein said types have different bad account provision rates;

8

10/665,646

confirming ages of the accounts receivable wherein the account receivable having longer overdue time has a higher bad account provision rate;

automatically selecting different bad account provision rates for said accounts receivable based upon both said types and said ages; and

calculating a current bad account provision for the accounts receivable based upon the accounts receivable types, the accounts receivable ages and the corresponding bad account provision rates'.

Applicant submits that **Tarter** does not disclose, teach, or otherwise suggest the invention having the above-described features as set forth in amended claim 8.

As indicated in page 5 of the Office action, **Tarter** discloses a computerized healthcare accounts receivable management system (described as 'CHARMS' above and below) for accessing a database retrievably stored by CHARMS containing records which indicate the credit status of the relevant payors and obligors (see col. 9, lines 57-60). **Tarter** further discloses that the CHARMS is provided for deciding which insurance claims, or accounts receivables, are to be purchased by the system operator from participating pharmacies on the basis of, inter alia, the credit status of the relevant payors and obligors (see col. 9, lines 64-67). However, **Tarter** does not disclose, teach or suggest anything about the feature of 'confirming types of accounts receivable', and the feature of 'confirming ages of the accounts receivable'. Furthermore, **Tarter** does not disclose, teach or suggest anything about how to calculate a current bad account provision for the accounts receivable. That is, **Tarter** fails to disclose, teach or suggest the features of "confirming types of accounts receivable; confirming ages of the accounts receivable; automatically selecting different bad account provision rates for said accounts receivable; and calculating a current bad account provision for the accounts

9

10/665,646

receivable", as set forth in claim 8. These features are supported by paragraph [0032] of the specification as originally filed.

In addition, **Tarter** does not disclose, teach or suggest anything about the 'bad account provision rate'.

In conclusion, applicant submits that **Tarter** does not disclose, teach or otherwise suggest the invention as set forth in amended claim 8. That is, amended claim 8 is not only novel over **Tarter** under 35 U.S.C. 102(b), but also unobvious and patentable over **Tarter** under 35 U.S.C. 103. Reconsideration and removal of the rejection and allowance of claim 8 are requested.

In view of the above claim amendments and remarks, the subject application is believed to be in a condition for allowance, and an action to such effect is earnestly solicited.

Respectfully submitted,
Wang, Juei-Mei

By

Wei Te Chung

Registration No. 43,325
Foxconn International, Inc.
P.O. Address: 1650 Memorex Drive,
Santa Clara, CA 95050
Tel. No.: (408) 919-6137

10